



COMMONWEALTH of VIRGINIA

Molly J. Ward
Secretary of Natural Resources

Department of Game and Inland Fisheries

Robert W. Duncan
Executive Director

NOTICE OF TIMBER SALE & CONTRACT OF SALE

Bid Number: KB2018-001

Issue Date: October 18, 2017

The Virginia Department of Game and Inland Fisheries is soliciting Sealed Bids for the purchase of all timber (sawtimber and pulpwood) estimated for harvest on designated portions of Clinch Mountain Wildlife Management Area. **See sketch map (Attachment #6).**

Sealed Bids must be received no later than **10:00 a.m. Wednesday, December 6, 2017** at which time all bids will be publicly opened. **THE ENTIRE BID MUST BE RETURNED. BIDS RECEIVED AFTER THE APPOINTED TIME AND DATE SHALL BE REJECTED.**

All bids shall be submitted on a **lump sum basis** for the timber offered. No bids on a log scale or mill tally basis shall be considered. A deposit of **fifteen percent of the bid price** must accompany all bids. In order for a bid to be accepted, the deposit must be in the form of a certified or cashiers check made payable to the **Treasurer of Virginia**. The deposit shall be credited toward the purchase price of the timber for the successful bidder. Deposits will be returned to all other bidders. Bids to purchase portions of the timber offered, or bids on a log scale or mill run price shall not be considered. **Harvesting shall be performed by certified logging crews (SHARP LOGGER or equivalent) and a valid certificate shall be submitted to the Virginia Department Game and Inland Fisheries prior to the start of any harvesting activities.**

QUESTIONS REGARDING THIS BID SOLICITATION MAY BE DIRECTED TO:

Danny Harrington – Regional Forester

Telephone Number: (276) 783-4860 or 782-0615

Site Visit: Meet the Department Representative at the Clinch Mountain Wildlife Management Area Headquarters located at the terminus of Route 747 (Tumbling Creek Road) in Washington County at **10:00 a.m. Wednesday, November 1, 2017.**

Bid responses shall be enclosed in a sealed envelope and shall be addressed as follows:

Virginia Department of Game and Inland Fisheries

1796 Highway Sixteen

Marion, Virginia 24354

Attention: Buyer

Sealed Bid KB2018-001

Title: Timber Sale Clinch Mountain WMA – Russell County

The envelope should be addressed as indicated above. Bids may be hand delivered to the designated locations in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

I. SCOPE OF SALE

The timber sale area contains approximately **246** acres of forestland divided into thirteen cutting units consisting of mixed upland hardwoods and miscellaneous species. All sawtimber and standing pulpwood are estimated and scheduled for harvest cutting under this contract for seven regeneration units totaling 140 acres and six thinning units totaling 106 acres. Ingress and egress shall be only through access roads shown on the map or mutually agreed upon. All logging activity shall be confined to the sale area, and any logging debris accumulated outside the sale area, including the reserve strips, must be pulled back inside the sale area. Stump height shall not exceed 10 inches above mineral soil.

The Department of Game and Inland Fisheries reserves all rights to cone and/or seed collection from the tops of marked trees.

- A. The Department of Game and Inland Fisheries agrees to sell and the Purchaser agrees to buy all available sawtimber and standing pulpwood within the **246 acres** in **thirteen units** designated for harvest cutting. ALL MERCHANTABLE TIMBER IS SCHEDULED FOR CUTTING UNDER THIS CONTRACT. Available sawtimber and pulpwood is estimated by prism point cruise. Each unit boundary is marked with blue paint stripes. No blue-marked trees are to be cut. Each thinning unit's crop (leave) trees are marked with red paint stripes. No red-marked trees are to be cut. Also, trees marked with orange paint designate new access road **centerlines**. Orange-marked trees and all unmarked trees within 99 feet of the road centerline are to be cut (total width = 198 feet). All unmarked merchantable timber greater than four inches diameter at breast-height shall be harvested by clear-cutting within the eight regeneration units. All unmarked merchantable timber greater than four inches diameter at breast-height shall be harvested within the four thinning units. Exceptions from cutting for unmarked snags (dead tree) and hollow den trees will be authorized. Thinning harvest activity will be closed from April 1 – June 15. The volume is estimated to be approximately **2.26 MMBF** of sawtimber (International 1/4" Rule) and **2033 standard cords** of standing pulpwood. The offered timber consists of mixed upland hardwoods and miscellaneous species.
- B. The Department of Game and Inland Fisheries guarantees the title to said timber and to defend it against any and all claims for taxes, mortgages or other legitimate encumbrances at its own expense.
- C. The Department of Game and Inland Fisheries hereby expressly grants to the Purchaser the right of ingress and egress across and upon the sale area.
- D. All stumpage sold hereunder shall be removed on or before **November 30, 2020.**
- E. Timber harvested hereunder shall be felled, skidded and concentrated in such manner as to cause the least possible waste and a minimum of damage to unmarked timber, marked crop (leave) trees, marked den trees and snags, reserve areas, streams, creeks, springs and soils.
- Stumps shall be cut in such a manner as to cause the least possible waste and not higher than 10 inches above ground level, except for misshapen or defective trees where cutting below 10 inches is not practical.
 - All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical.
 - All merchantable timber shall be cut (unless otherwise designated)
 - All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the sale area shall be pulled back within the sale area unless otherwise specified by the State Forester.

- Extreme caution must be taken in felling and skidding all marked trees from the reserve areas to be selective cut (if applicable – see attached sketch map), this is to minimize damage to the residual growing stock which will be retained.
- No trees, logs or logging debris will be left in streams, creeks or springs. All trash, litter and equipment must be removed from the Sale Area prior to entering the next subsequent unit.
- The Purchaser and the Department of Game and Inland Fisheries shall mutually lay out the designated system of skidding trails over which the timber sold hereunder shall be removed, and all skidding activities will be confined to these trails.
- The Department of Game and Inland Fisheries and the Purchaser shall agree to suspend logging activities during such time as these activities would result in serious consequences to forest soils during prolonged periods of inclement weather.

F. Timber harvested by the Purchaser from standing trees shall be removed in such a manner as to cause the least possible damage to the existing main haul roads and no public hazard at entranceways to primary and secondary Virginia highways. Blanket Use Permits are issued by the Virginia Department of Transportation to the Virginia Department of Game and Inland Fisheries for accessing primary and secondary highways within the State Forest. ***A Blanket Use Permit issued by the Virginia Department of Transportation is applicable for highway entrance under this contract.***

- Access to the sale area is adequate and main hauls shall be confined to this system for all persons, materials and logging equipment including trucks necessary for removal of said timber; the right to designate or approve the location of any new road across Department of Game and Inland Fisheries land is specifically reserved.
- All such new roads with the exception of skidding roads constructed by the Purchaser and all existing roads within the timber sale area shall be left in passable condition (usable by pickup truck) during and upon completion of this contract.
- Multiple timbering operations are permissible by the Purchaser with one operator assigned per unit. Once a unit is entered for harvest, it must be completed according to the Department of Game and Inland Fisheries specifications and meet final inspection approval by a Department representative prior to entering the next subsequent cutting unit of this Sale Area.
- During and upon completion of the harvest operation, the Purchaser shall comply with the Water Quality and BMP standards listed in the Forestry Best Management Practices for Water Quality in Virginia Technical Guide issued by the Virginia Department of Forestry. The Department of Game and Inland Fisheries reserves specifically the right to request corrective action of the Purchaser in maintenance and stabilization of forest roads, trails, culvert pipes, water bars, side ditches, lead-off ditches, decks and skid trails, where destructive action of the Purchaser has contributed to a BMP or Water Quality problem.
- The Purchaser shall guard against the unnecessary transfer of mud and debris by vehicle onto the public highway system of the Commonwealth of Virginia, whereby the same poses a threat to public safety. Furthermore, the Purchaser assumes the responsibility for the preventive and/or corrective action necessary to eliminate this source of hazard should the problem develop.

- The Purchaser shall assume the responsibility for stabilizing against erosion on used forest roads and trails according to the Water Quality BMP Handbook.
- G. The location of any landings or logging deck areas shall be approved by the Virginia Department of Game and Inland Fisheries prior to development.
- H. The Purchaser shall exercise the utmost care and caution to prevent the inception and spread of forest fires on the area for sale and on adjoining areas. The Purchaser further agrees to observe and comply with all the forest fire laws of the State of Virginia, which may be applicable and to assist in the control of any fire that may occur on or adjacent to the sale area with all labor and means at his/her disposal, subject to compensation for time incurred at the regular rate of pay for fire-fighting in effect at the time; provided, however, that if a fire should originate as a result of the logging operation, the Purchaser agrees to assist with the control of same with all means at his/her disposal without compensation.

II. ROAD AGREEMENT

The Purchaser shall furnish all labor, equipment, tools and materials, as necessary, to construct a total of 15,840 feet of new Sale Area road in one location designated on the sale area sketch map (Attachment #5). New road centerlines are designated by trees marked with orange paint, and all unmarked trees within 99 feet of the centerline will be felled. These tree tops and stumps will be piled at the toe the road outslope to form a sedimentation filter/barrier. Final cross-section profiles will be 12-foot minimum out-sloped road having either natural or gravel surfaces. Culverts with inlet headwalls will be constructed at stream crossings and appropriate stone placed to harden and stabilize crossings. Drainage turn-outs (rolling and broad-based dips) will be constructed at locations determined by VDGIF.

Purchaser shall remove trees, brush, rock, etc., as necessary, along the project areas and utilize on-site materials to construct a roadbed that meets the minimum requirements described by the cross-section layout on the attached diagram (Attachment #1). Exceptions based on terrain or bedrock layer located on desirable grade may be granted on a site, case-by-case basis by the Department representative. All unsuitable or excess material shall be deposited at the toe of fills, by flattening fill slopes and/or other locations approved by the Department representative. All side slopes greater than 5-foot height shall be graded to a 1.5:1 ratio. Purchaser is responsible for stabilizing all exposed side slopes by hydro-seeding, using a mixture beneficial to wildlife and approved by the Department representative. This mixture will vary, depending on season and soil conditions.

All broad-based and rolling dips will be constructed at locations specified by the Department representative and will meet the minimum requirements described in the attached drainage dip detail (Attachment #3). No rock will protrude above road surface grade greater than three (3) inches.

The Purchaser shall comply with the Water Quality and BMP standards listed in the Forestry Best Management Practices for Water Quality in Virginia Technical Guide issued by the Virginia Department of Forestry. Broad-based and rolling drainage dips shall be constructed at designated locations determined by the Department representative. **Purchaser shall acquire and place all stone required to keep the road in compliance within the contract period. Placement of stone shall be determined by the Department representative on an “as needed” basis.**

Twenty-seven (27) culvert pipes shall be installed at known creek crossings and drainages (Attachment #5). This includes fourteen (14) of 18-inch x 30-foot, nine (9) of 24-inch x 30-foot, one (1) of 30-inch x 30-foot and three (3) of 36-inch x 40-foot pipe. Unanticipated additional culverts may be needed at new road construction locations. **High Density Polyethylene (HDPE), double-wall (corrugated exterior – smooth interior) culverts will be supplied and installed by the Purchaser in accordance with Attachment #4 at locations indicated in Attachment #5.** All culverts greater than 24 inches in diameter will be mechanically compacted; the lifts at these culvert locations shall not exceed two feet. All other culverts may be machine compacted. The Purchaser shall construct headwalls at the intake end of culverts to prevent cave-in and will be made from dry-stacked Class I riprap or suitable native stone available on site.

Purchaser shall furnish and spread **5,500 tons** of crushed stone. Specific new road construction surfaces, broad-based and rolling dips, culvert crossings, existing access roads and additional sites coordinated with the Department representative will be treated. Crushed stone requirements will vary from site to site with regard to soil type, moisture content and slope. Minimum size stone of 2 - 3 inch base with #26 cap material will be required for all new road surfaces. Size, amount and application rate of aggregate will be coordinated with and approved by the Department representative.

All stone shall be purchased and placed within the contract period. A copy of all weigh ticket receipts from crushed stone vendor(s) shall be submitted to the Department representative for certification and compliance.

Power Line Access Road, Twin Hollows Access Road, Brushy Mountain Access Road and new roads within the sale area will be maintained as closed to general public vehicle travel at all times! Jackson's Gap Hunter Access Road will be maintained as closed at all times, except when these road is open during the designated hunting seasons, when hunters are allowed vehicle access. The Department will install gates as required and provide lock keys and/or combinations to the Purchaser. **Purchaser will maintain gate(s) closure (closed and locked) at all times to the general public vehicle travel during operations.** Purchaser will return Department key(s) at final Sale Area inspection. Purchaser shall remove all construction materials and debris from the project site before final Sale Area inspection.

III. PRODUCT INFORMATION

The species, number of trees and volume of timber marked and/or estimated for sale are as follows:

The following volumes are only estimates and not guaranteed. Each bidder is urged to use their own cruise data to compute bids.

Species	Unit 1 CC	Unit 2 CC	Unit 3 TSI	Unit 4 CC	Unit 5 TSI	Unit 6 TSI	Unit 7 TSI	Unit 8 ROAD	Unit 9 CC	Unit 10 TSI	Unit 11 CC	Unit 12 TSI	Unit 13 CC	TOTAL
Acres	17	19	26	20	21	25	15	72	7	13	4	6	1	246
Red Oak	66.2	123.7	85.4	27.8	26.9	17.4	47.9	436.2	66.0	65.8	18.8	28.6	4.0	1014.7
Chestnut Oak	22.7	6.7	10.8	43.2	6.8	19.3	11.8	28.1	4.1	6.8	9.1	28.5	3.6	201.5
White Oak	20.7	10.6	2.2	1.9	3.7			4.1						43.2
Scarlet Oak		1.4		2.3		4.6						1.5		9.8
Ash								8.9		3.9				12.8
Cucumber			7.8	14.5	1.7	7.1	5.5	22.3	2.9					61.8
Hickory		5.8					0.1							5.9
Yellow Poplar			4.1				3.4	65.8	31.4	12.4				117.1
Black Cherry		51.0	83.2	4.7	39.2	101.8	12.3	141.4		9.4		4.7		447.7
Miscellaneous	10.1	23.2	43.5	30.8	17.1	18.3	6.2	174.9	9.6	12.3	3.4			349.4
TOTAL	119,700	222,400	237,000	125,200	95,400	168,500	87,200	881,700	114,100	110,600	31,300	63,300	7,600	2264.0
Pulpwood	153	141	199	264	103	200	116	616	44	102	22	58	15	2,033

IV. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL**: This solicitation is subject to provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the *Virginia Public Procurement Act*. If the award is made to faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia, § 11-35.1E). In every contract over \$10,000 the provisions in 1. And 2. Below apply:
1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1, above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The Purchaser understands that collusive bidding is a violation of the Virginia Governmental Fraud Act and federal law and can result in fines, prison sentences, and civil damage awards. The Purchaser agrees to abide by all conditions of this bid.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so disbarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify non responsive portions of a bid, which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

N. **DEFAULT:** In case of failure to perform in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting loss and or additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have. A purchaser shall be in default if their bid is accepted and they fail to abide by this bid to purchase the timber offered.

O. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § § 11-46.3 and 65.2-800 et. seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- 1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- 2. Employer's Liability - \$10,000.
- 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

P. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing

clauses in every subcontract or purchase order of over \$10,000, so the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- Q. **NONDISCRIMINATION OF CONTRACTORS**: A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to religious character of the faith-based organization from which the individual receives or would receive goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the due date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **SPECIAL TERMS AND CONDITIONS**

- A. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD**: The Commonwealth will make the award on a lump sum basis to the highest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- C. **BIDDER RESPONSIBILITY**: It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered. Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of the bids received.
- D. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT**: By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the good/services specified.

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type: _____

- F. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- G. **INDEMNIFICATION:** The Purchaser/Contractor shall, hold harmless the Commonwealth of Virginia, its offices, agents and employees from any claims, suits, liability or damage arising from or caused by negligence on the part of the Purchaser/Contractor in harvesting pulpwood and timber herein conveyed.
- H. **NOTIFICATION TO THE DEPARTMENT OF FORESTRY:** As required by law, the Purchaser/Contractor shall contact the Virginia Department of Forestry (1-800-939-5647) prior to initiating any logging activity.
- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- J. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Please identify subcontractors as above requires.

- K. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- L. **Harvesting shall be performed by certified logging crews (SHARP LOGGER or equivalent) and a valid certificate shall be submitted to the Virginia Department Game and Inland Fisheries prior to the start of any harvesting activities.**

VI. BID PRICE

A. In accordance with the terms and conditions contained herein, I do hereby offer to purchase the timber offered for cutting on the designated portion of the Clinch Mountain WMA, estimated to be approximately **2.26** MMBF hardwood sawtimber (International 1/4" Rule), and 2,033 standard cords (260,224 cu. ft.) of hardwood pulpwood for the sum of:

_____ Dollars (\$ _____)

The required certified or cashier's check for fifteen percent (15%) of the bid price is enclosed as a deposit.

B. The deposit check shall be made payable to the **Treasurer of Virginia** and shall be credited toward the purchase price of the timber for the successful bidder. Deposit checks shall be returned to all other bidders that have not been awarded the contract. If the successful bidder fails to execute the contract in the prescribed time period, in addition to all other legal remedies available, the deposit shall be forfeited to the Department of Game and Inland Fisheries. The Purchaser agrees to pay the Department of Game and Inland Fisheries for all timber sold hereunder. The balance of said amount (*BALANCE = FULL AMOUNT MINUS DEPOSIT*) shall be due as follows: 25% of the purchase price to be paid on June 6, 2018 or when the harvest begins, whichever occurs first, the next payment of 30% of purchase price shall be due on September 6, 2018 or when 1/4 of the stumpage has been cut, whichever occurs first, and the final 30% of purchase price is due on December 6, 2018 or when 1/2 of the stumpage has been cut, whichever occurs first.

C. The Purchaser's signature on the face of this bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials and is in all respects, fair and without collusion or fraud.

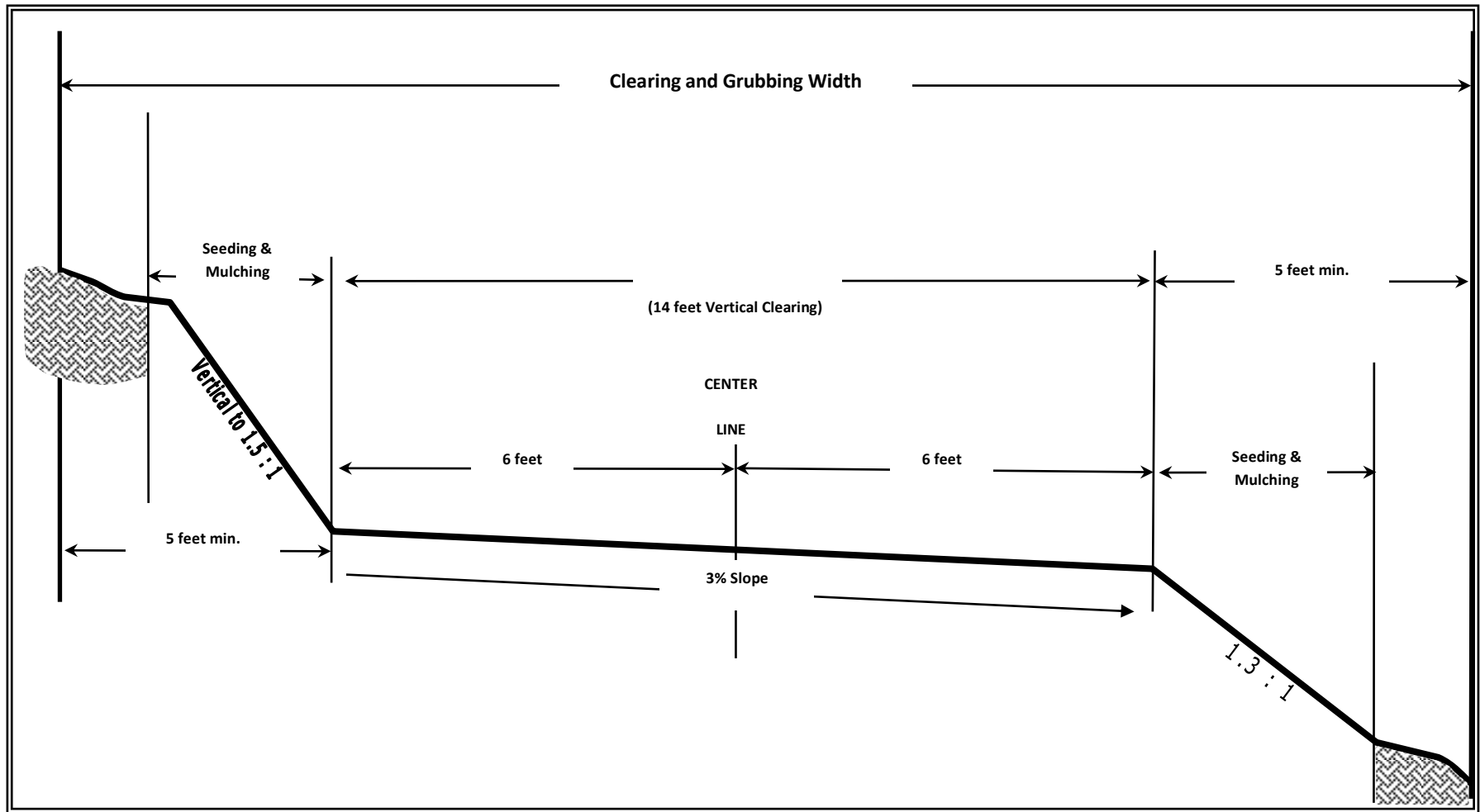
D. This Bid/Contract document shall constitute the entire agreement between the Purchaser and the Agency. No changes or modifications shall be valid unless made in writing.

BIDDERS MUST RETURN THE ENTIRE BID. THIS SIGNED BID DOCUMENT ALONG WITH THE AWARD NOTICE SHALL CONSTITUTE THE ENTIRE CONTRACT.

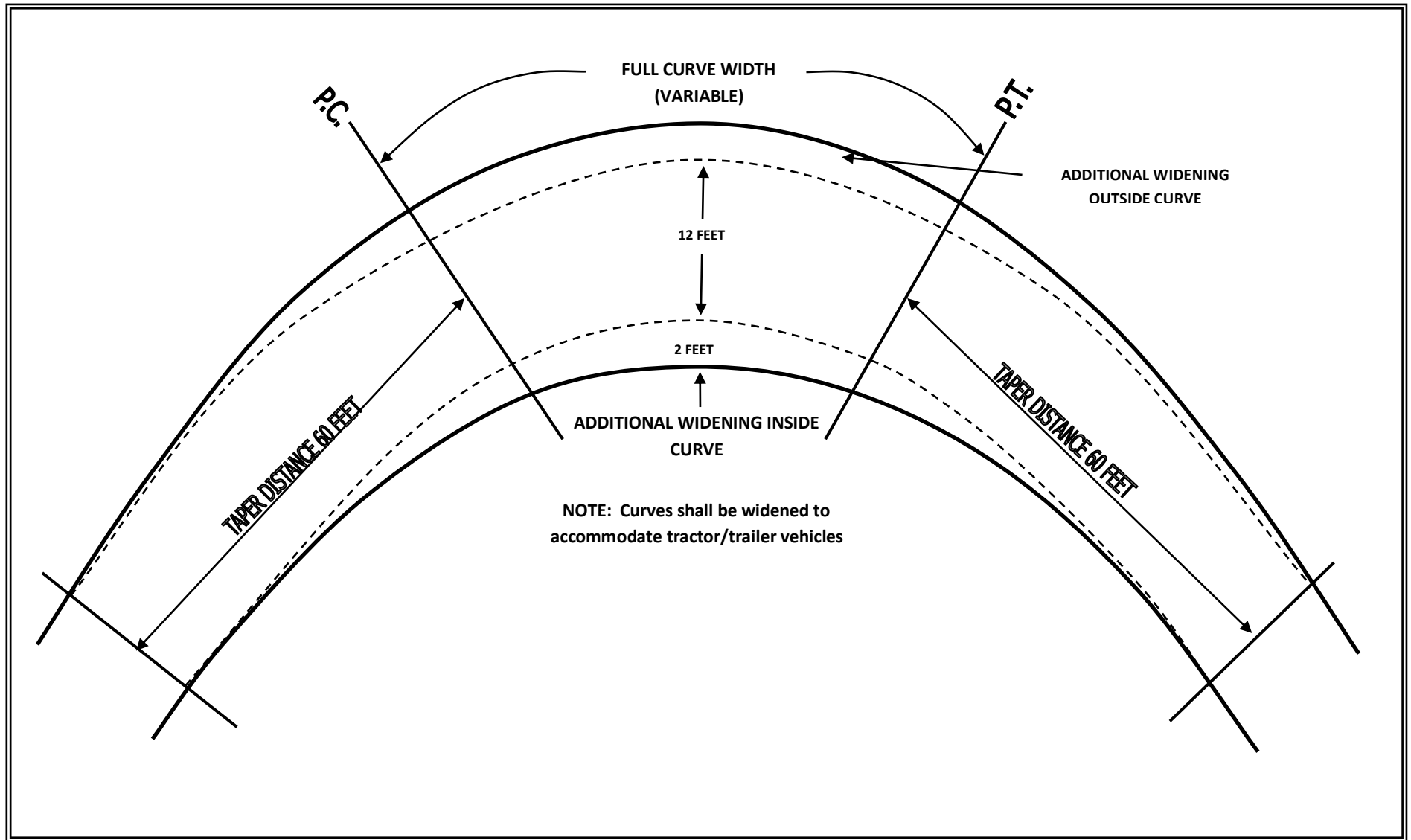
_____ SIGNATURE	_____ DATE
_____ PRINTED NAME	_____ TITLE
_____ COMPANY	() - () - TELEPHONE NUMBER(S)
_____ ADDRESS	
_____ CITY STATE ZIP CODE	

ROAD OUTSLOPES – VARIABLE OUTSLOPES

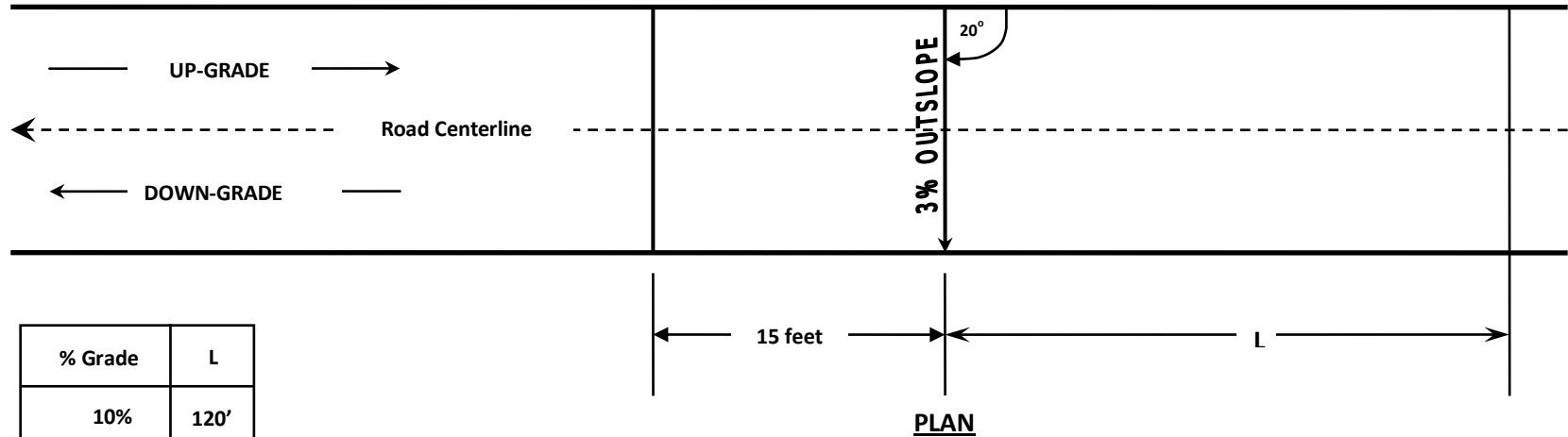
When daylight cannot be obtained within 10 feet of shoulder, and length is 100 feet or greater, a ditch shall be constructed on lower side of road as shown on out-slope with ditch section. This ditch is optional at other locations proposed by the contractor and approved by the engineer at no additional cost to the Department.



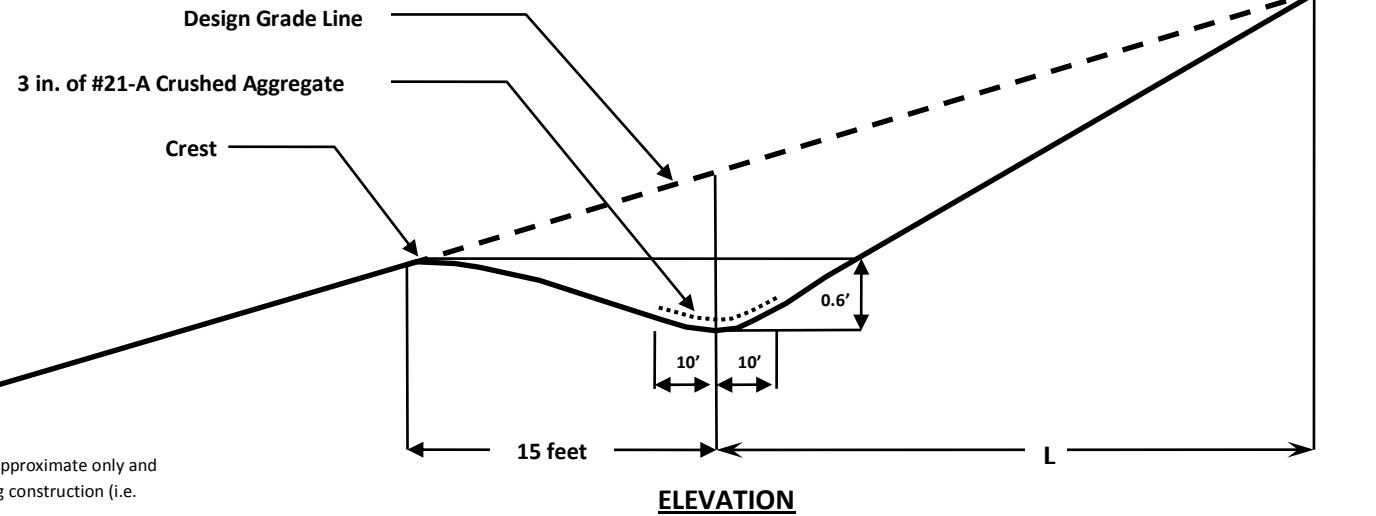
TYPICAL CURVE WIDENING



BROAD BASE DIP

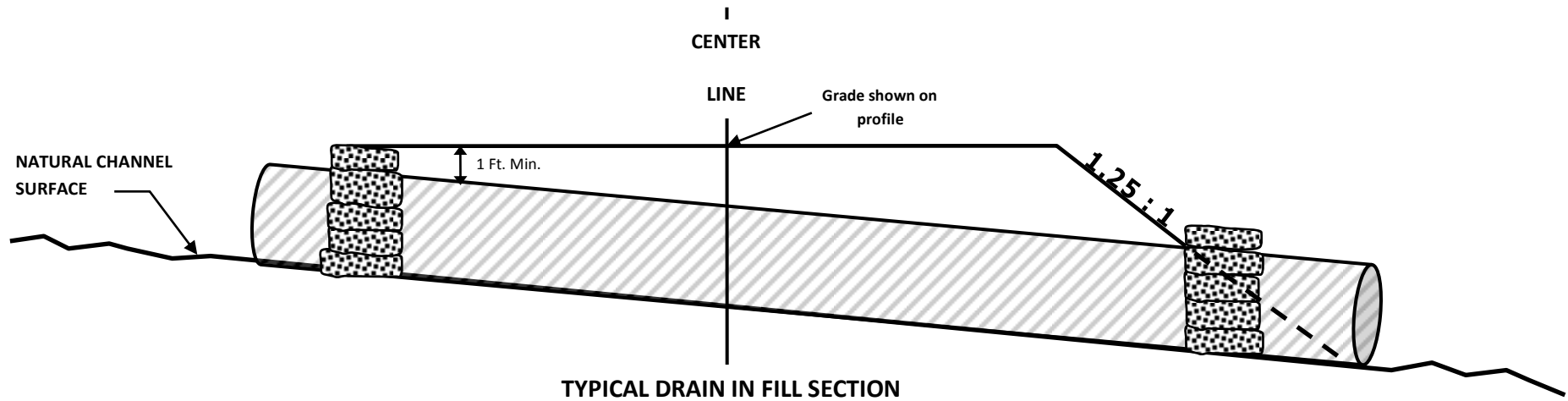
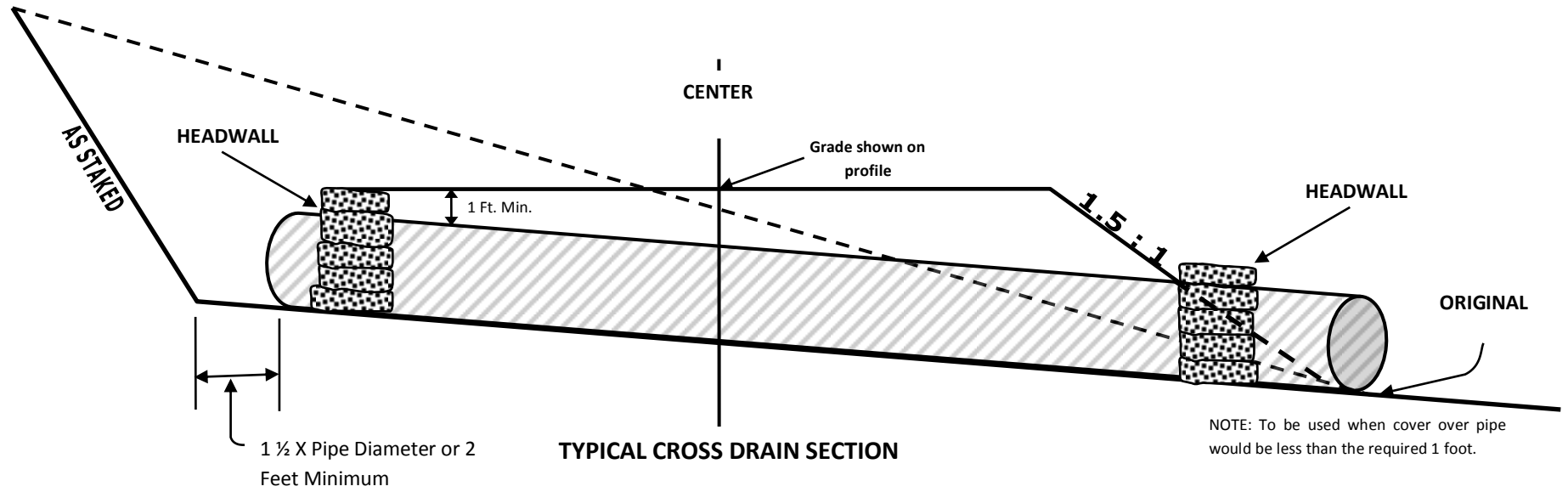


% Grade	L
10%	120'
9%	80'

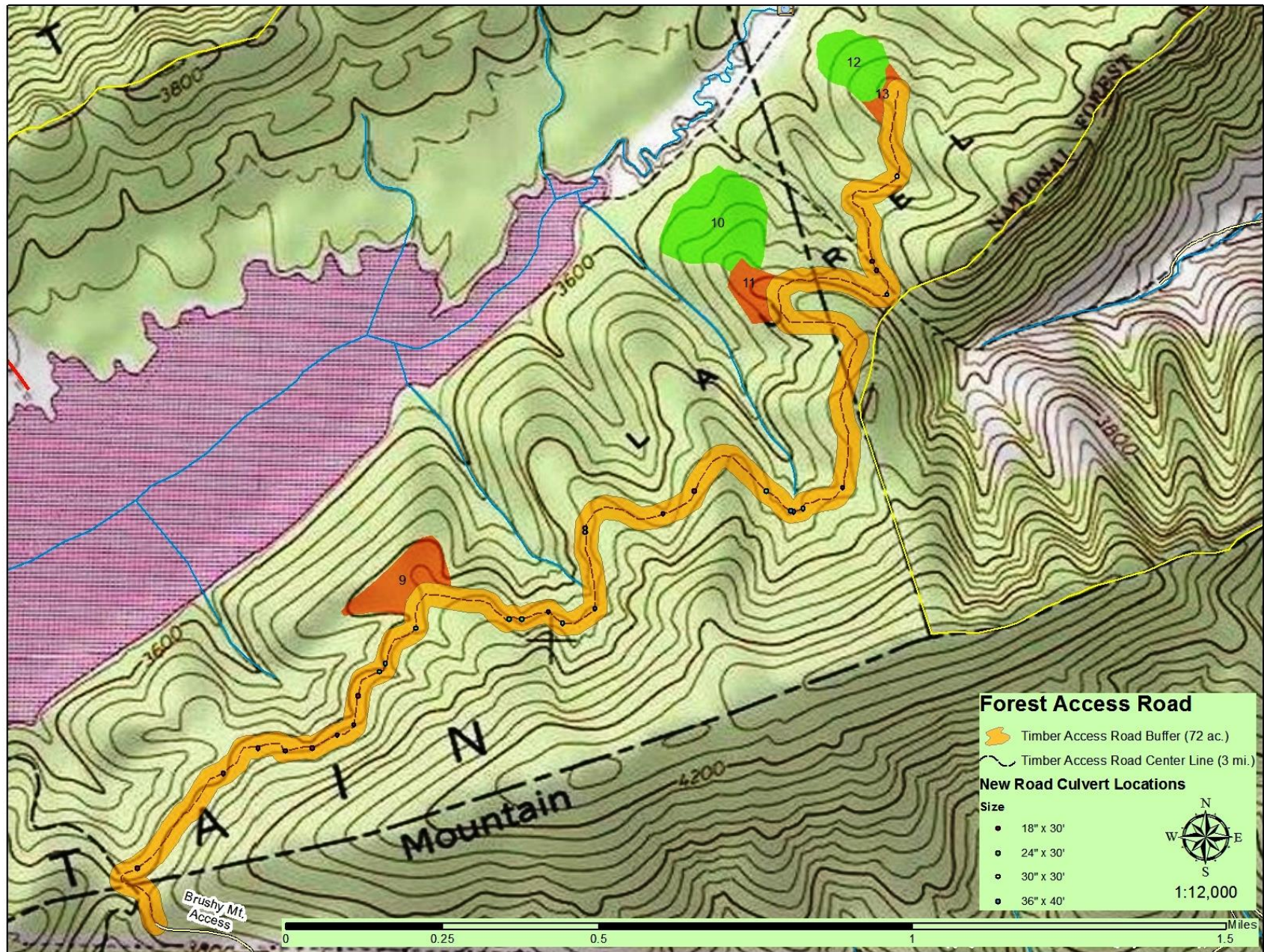


Specifications on the plans are approximate only and are subject to adjustment during construction (i.e. wet and/or cold conditions).

CULVERT INSTALLATION

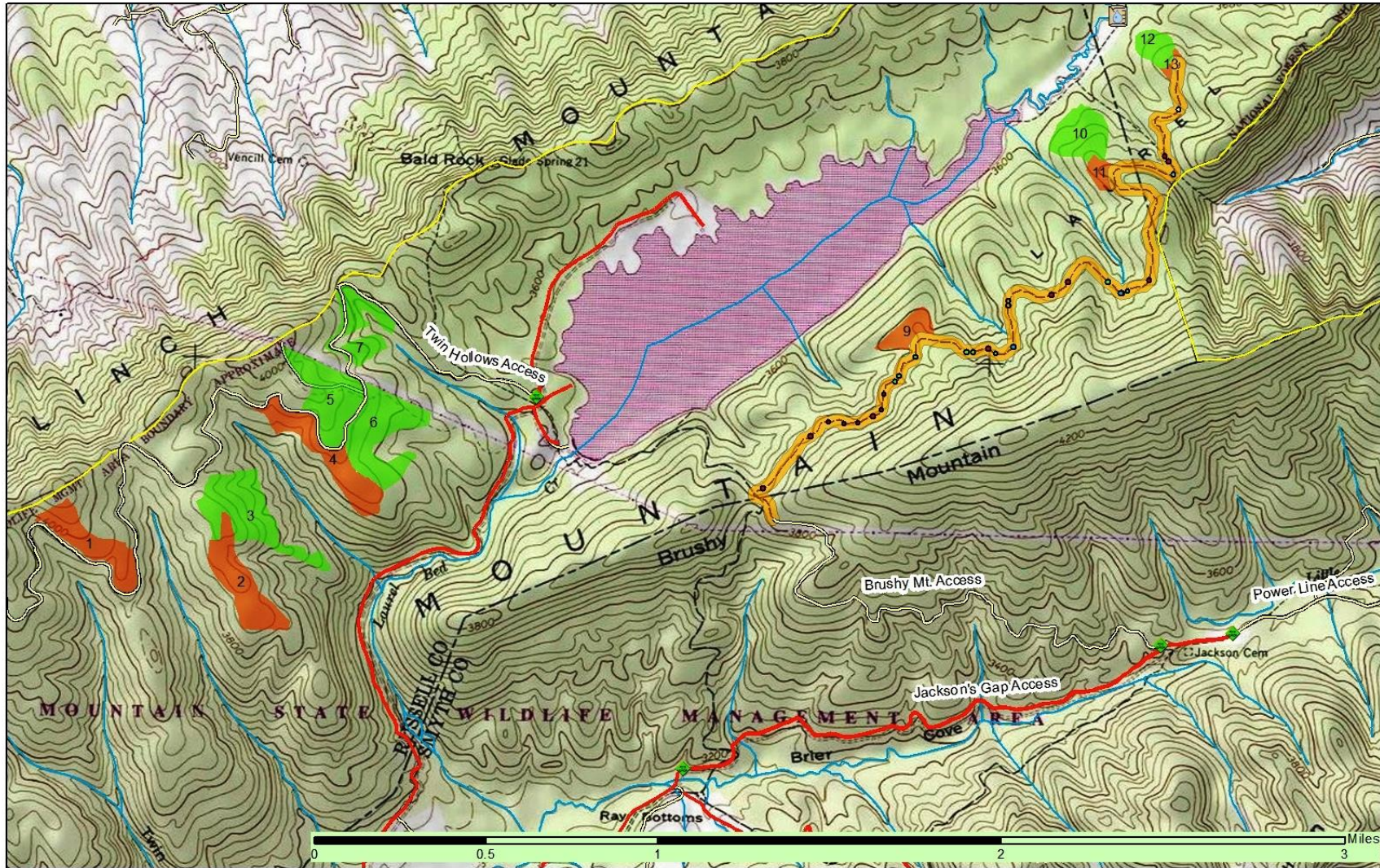


Forest Access Road – Culvert Locations and Sizes



Clinch Mountain Wildlife Management Area

2017 Compartment 4 – 6 Timber Sale

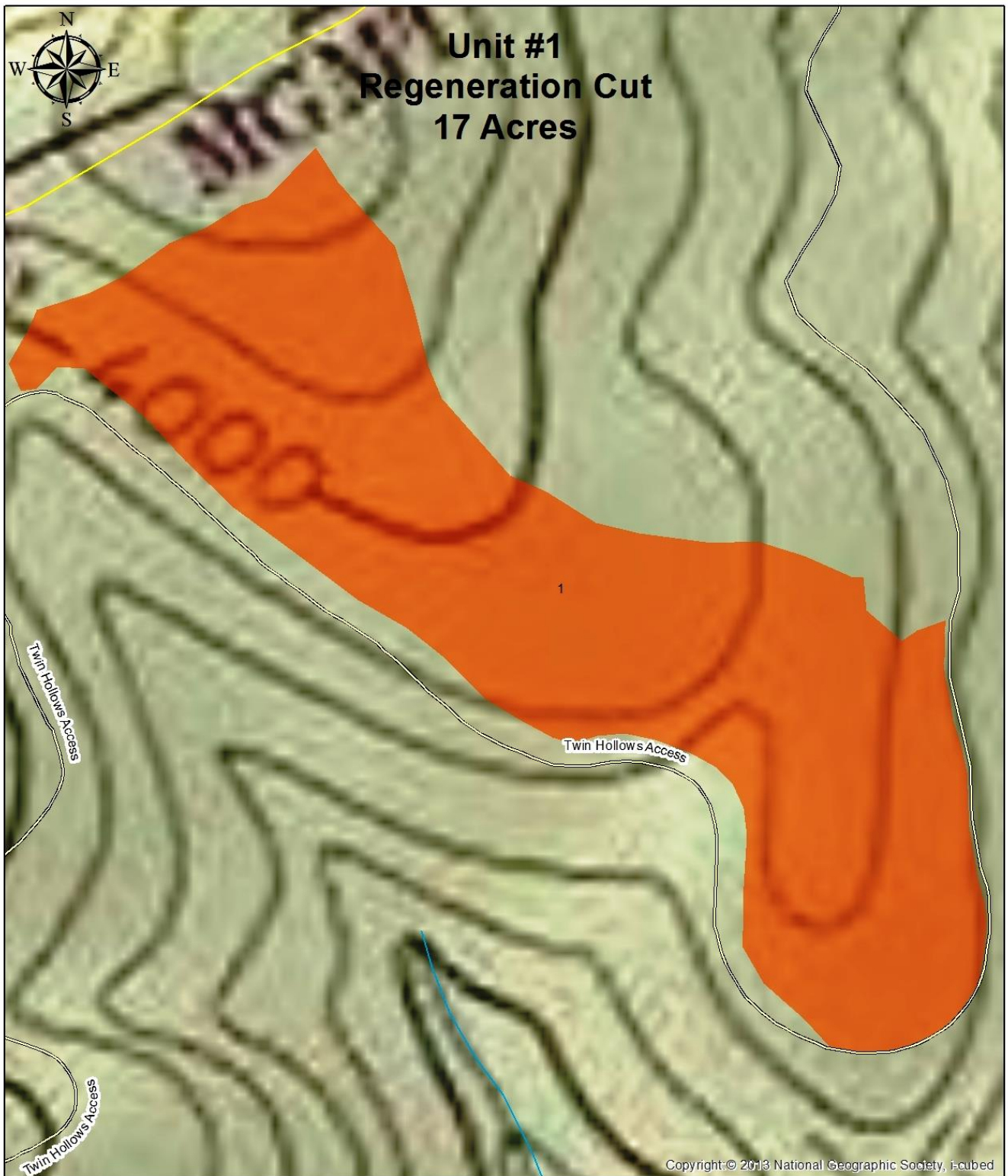


**Clinch Mountain WMA - Russell/Tazewell Counties
Compartment 4/6 Timber Sale Proposal (246 acres)**

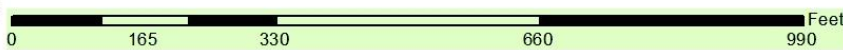
- | | |
|--|---|
| <ul style="list-style-type: none"> ■ Regeneration Units (68 acres) ■ TSI Units (106 acres) ■ Timber Access Road Buffer (72 ac.) — Timber Access Road Center Line (3 mi.) ◆ Gates ■ Aquatics Water Sample Site | <p>New Road Culvert Locations</p> <p>Size</p> <ul style="list-style-type: none"> • 18" x 30' • 24" x 30' • 30" x 30' • 36" x 40' |
|--|---|



Source:
Aerial Imagery - 2011 US VCM U. Commonwealth of Virginia
Roads - 2012 USGS
Aerial Imagery - 2012 USGS
All other data - USGS
VCMU - Leland Thompson, GIS 4/2018
VCMU - Leland Thompson, GIS 4/2018

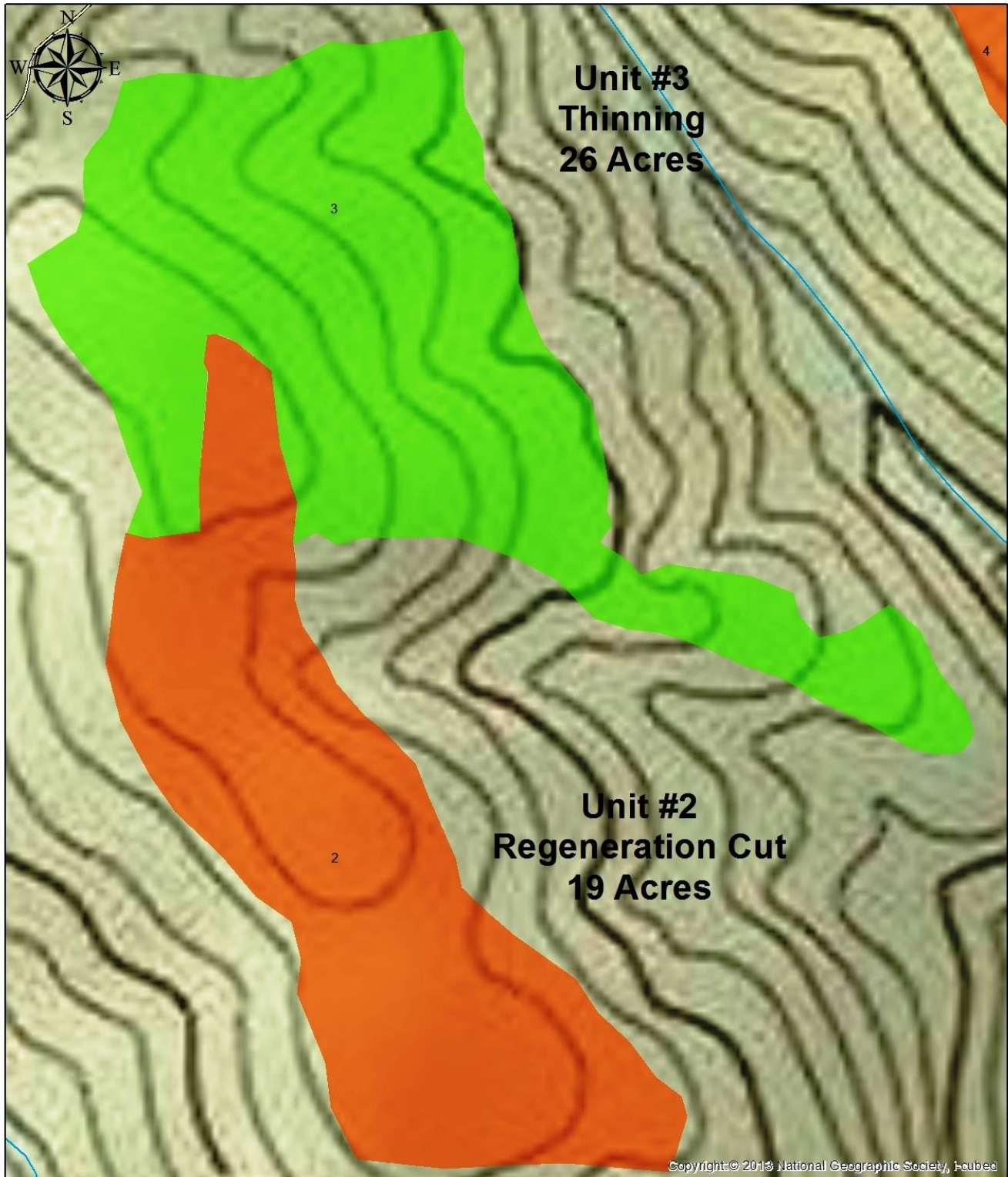


1 inch=198 feet

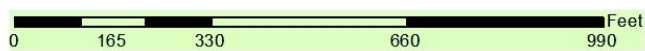


Compartment 4/6 Timber Sale

-  Regeneration Units (68 acres)
-  TSI Units (106 acres)
-  Timber Access Road Buffer (72 ac.)
-  Timber Access Road Center Line (3 mi.)

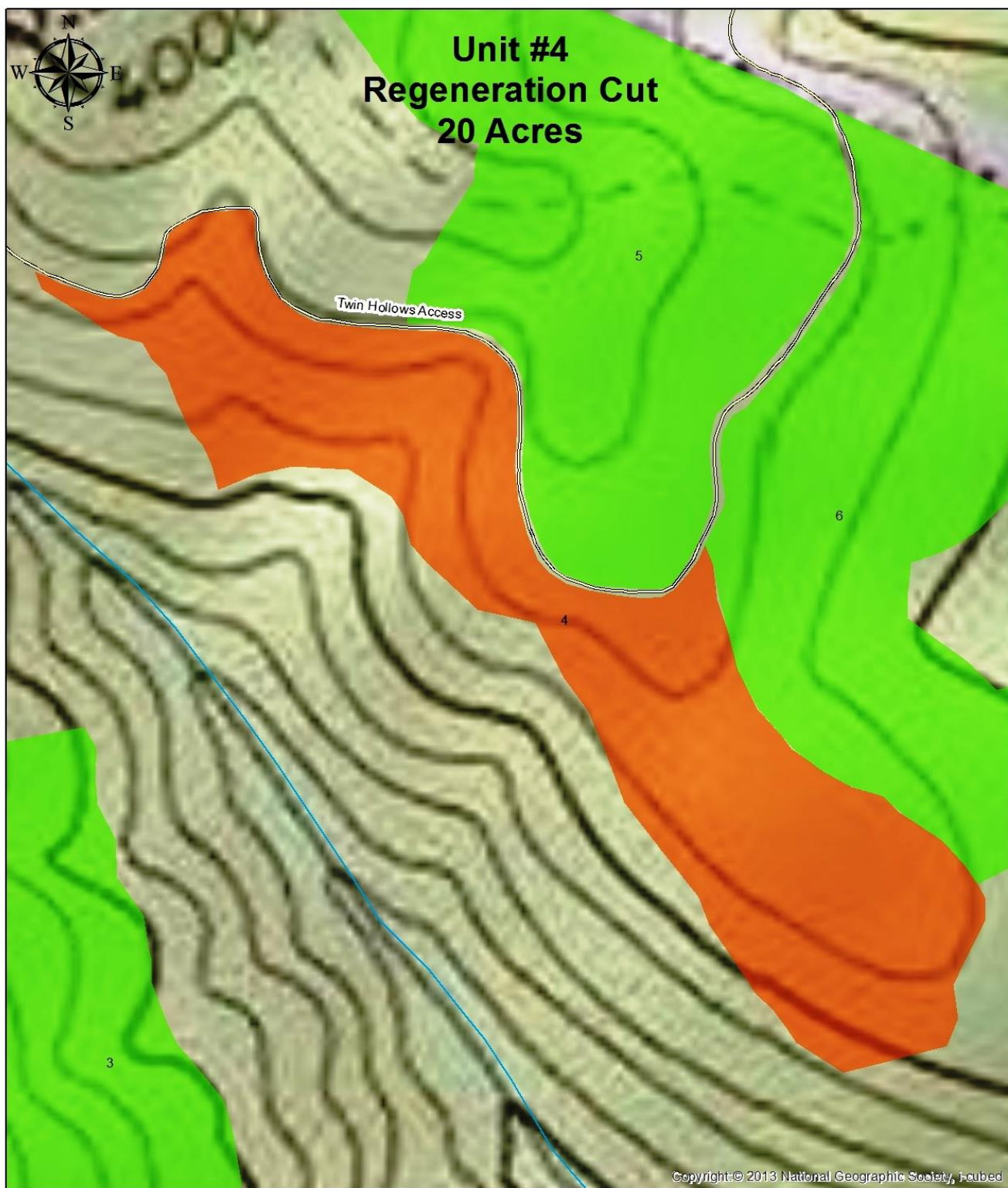


1 inch=264 feet

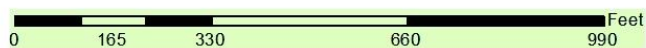


Compartment 4/6 Timber Sale

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-  TSI Units (106 acres)
-  Timber Access Road Buffer (72 ac.)
-  Timber Access Road Center Line (3 mi.)

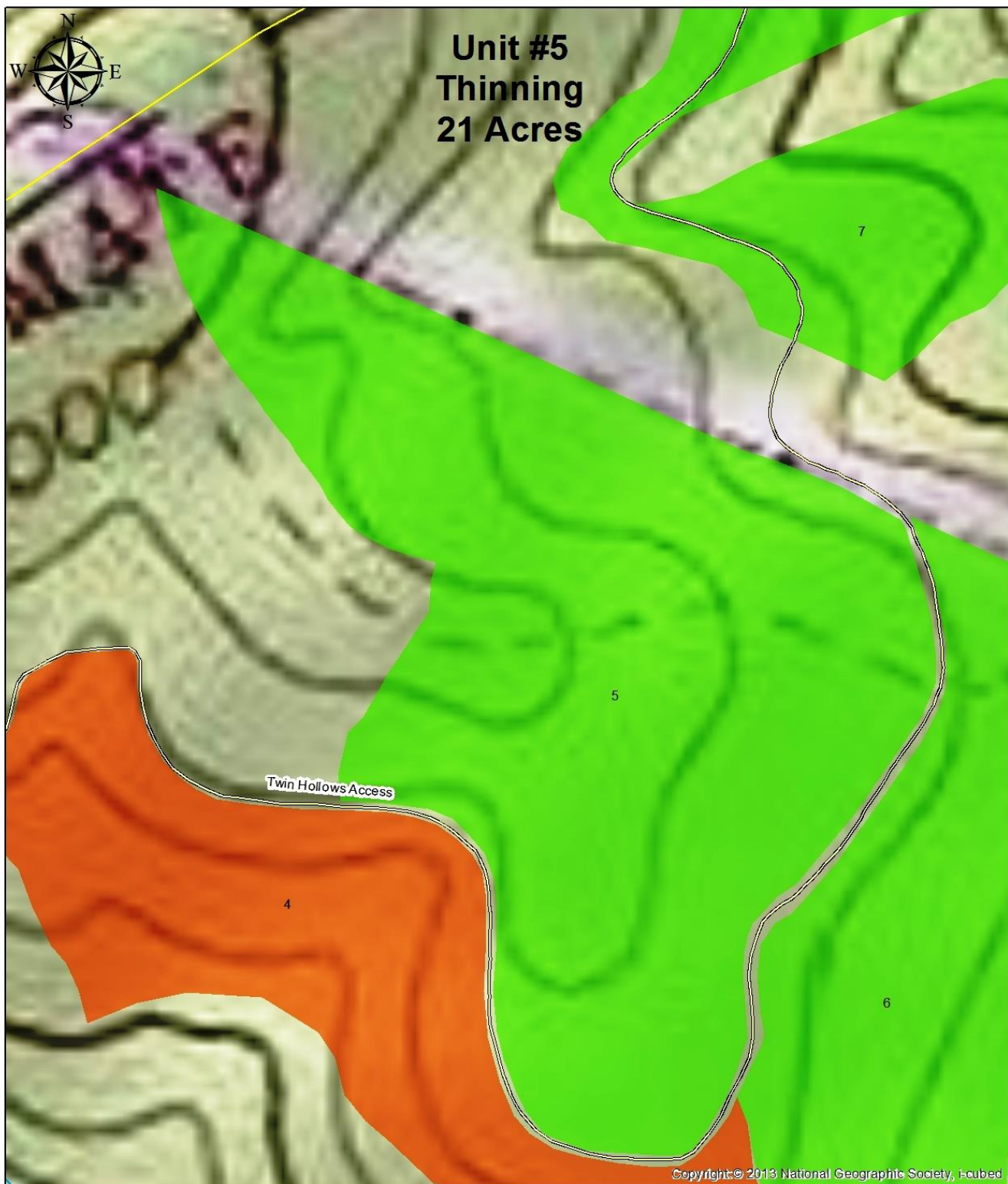


1 inch=264 feet

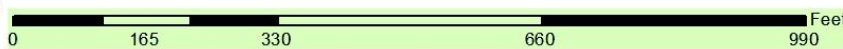


Compartment 4/6 Timber Sale

- Regeneration Units (68 acres)
- TSL Units (106 acres)
- Timber Access Road Buffer (72 ac.)
- Timber Access Road Center Line (3 mi.)

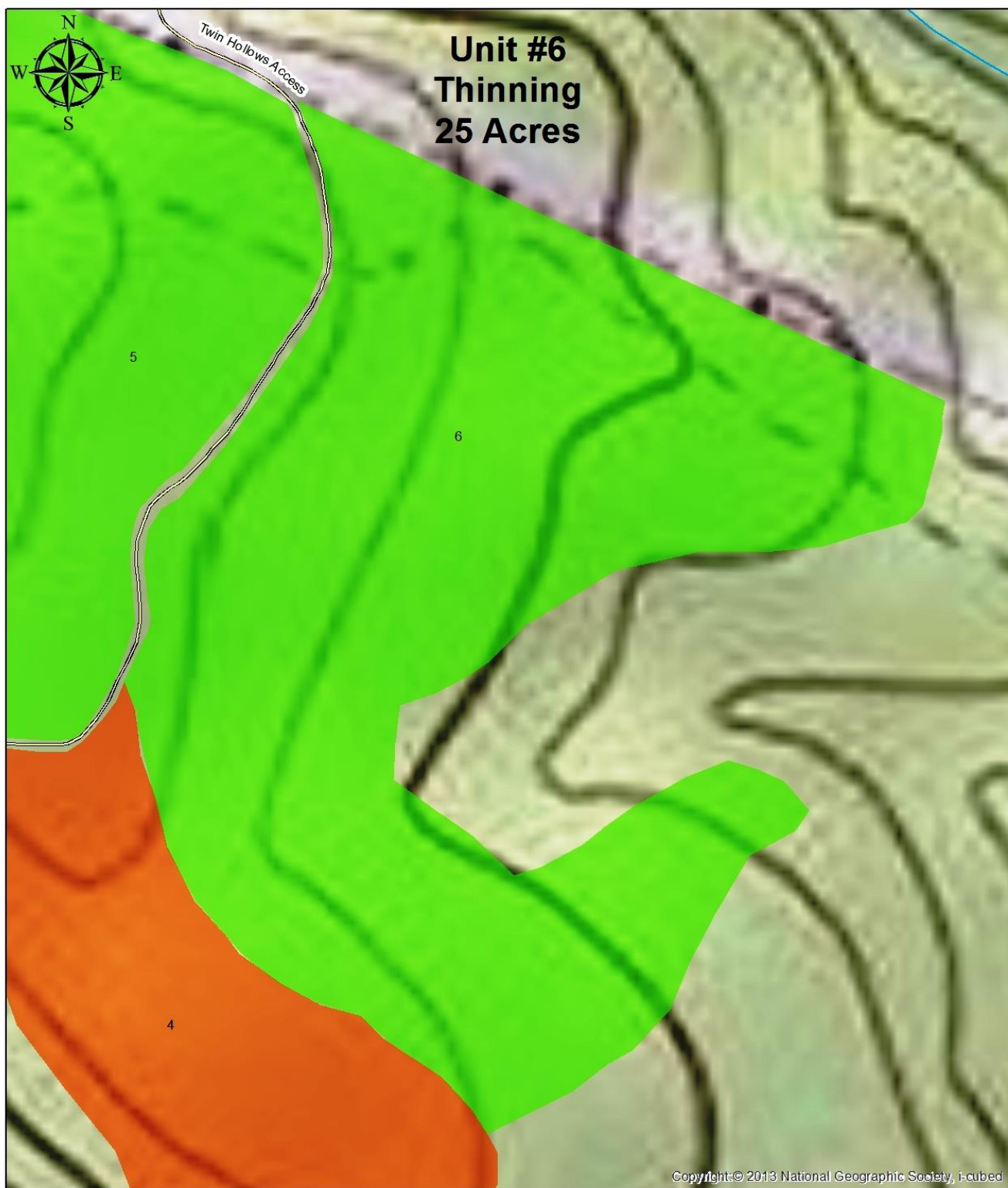


1 inch=198 feet

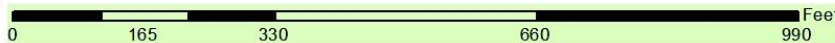


Compartment 4/6 Timber Sale

- Regeneration Units (68 acres)
- TSI Units (106 acres)
- Timber Access Road Buffer (72 ac.)
- Timber Access Road Center Line (3 mi.)



1 inch=198 feet

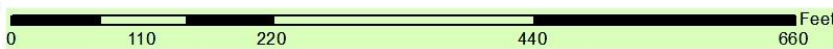


Compartment 4/6 Timber Sale

- Regeneration Units (68 acres)
- TSI Units (106 acres)
- Timber Access Road Buffer (72 ac.)
- Timber Access Road Center Line (3 mi.)



1 inch=132 feet



Compartment 4/6 Timber Sale

- Regeneration Units (68 acres)
- TSI Units (106 acres)
- Timber Access Road Buffer (72 ac.)
- Timber Access Road Center Line (3 mi.)



Compartment 4/6 Timber Sale

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1 inch=132 feet



Compartment 4/6 Timber Sale

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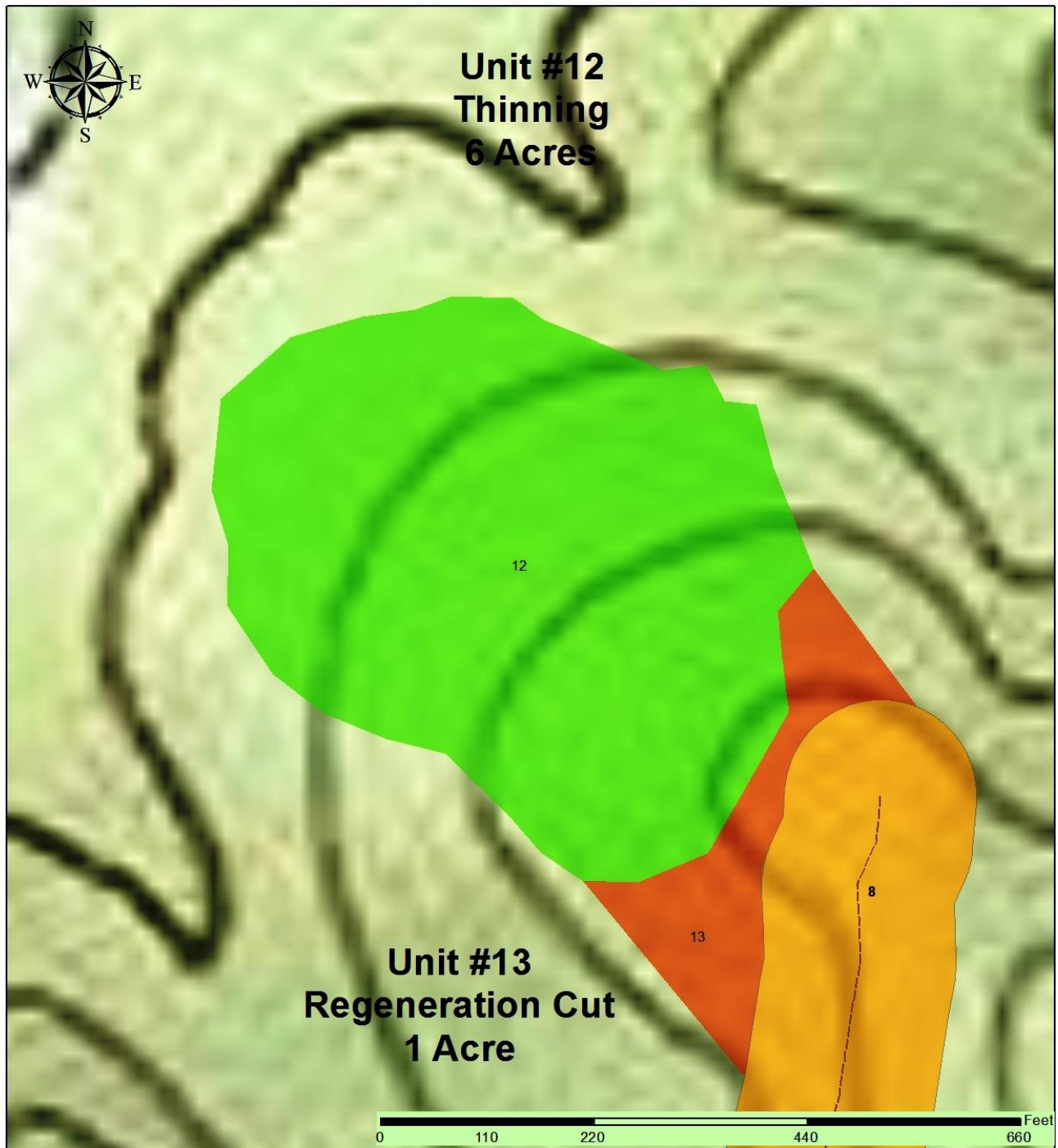
1 inch=132 feet



Compartment 4/6 Timber Sale

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Compartment 4/6 Timber Sale

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-  Timber Access Road Buffer (72 ac.)
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NOTES